



AMENDMENT NO. 1  
TO  
CONTRACT NO. MA 042-19010179  
FOR  
CONTINUUM OF CARE FOR VETERANS AND MILITARY FAMILIES

This Amendment (“Amendment No. 1”) to Contract No. MA 042-19010179 for Continuum of Care for Veterans and Military Families is made and entered into on July 1, 2021 (“Effective Date”) between Child Guidance Center, Inc. (“Contractor”), with a place of business at 525 Cabrillo Park Drive, Suite 300, Santa Ana, CA 92701, and the County of Orange, a political subdivision of the State of California (“County”), through its Health Care Agency, with a place of business at 405 W. 5<sup>th</sup> Street, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as “Party” or collectively as “Parties”.

**RECITALS**

WHEREAS, the Parties executed Contract No. MA 042-19010179 (“Contract”) for Continuum of Care for Veterans and Military Families, effective July 1, 2018 through June 30, 2021, in an amount not to exceed \$2,633,355, renewable for two additional one-year terms; and

WHEREAS, the Parties now desire to enter into this Amendment No. 1 to amend Paragraph VI and Exhibit A of the Contract and to renew the Contract for one year for County to continue receiving and Contractor to continue providing the services set forth in the Contract.

NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

1. The Contract is renewed for a term of one (1) year, effective July 1, 2021 through June 30, 2022, in an amount not to exceed \$728,500 for this renewal term, for a revised cumulative total amount not to exceed \$3,361,855; on the amended terms and conditions.
2. Page 4, Referenced Contract Provisions, lines 3 through 12 of the Contract are deleted in their entirety and replaced with the following:

“Term: July 1, 2018 through June 30, 2022

Period One means the period from July 1, 2018 through June 30, 2019

Period Two means the period from July 1, 2019 through June 30, 2020

Period Three means the period from July 1, 2020 through June 30, 2021

Period Four means the period from July 1, 2021 through June 30, 2022

**Maximum Obligation:**

Period One Maximum Obligation: \$ 877,785

Period Two Maximum Obligation:	877,785
Period Three Maximum Obligation:	877,785
Period Four Maximum Obligation:	<u>728,500</u>
TOTAL MAXIMUM OBLIGATION:	\$3,361,855”

3. Paragraph VI. Cost Report, subparagraph A. (but not including subparagraphs A.1, A.2 and A.3) of the Contract is deleted in its entirety and replaced with the following:

“A. CONTRACTOR shall submit separate individual and/or consolidated Cost Reports for Period One, Period Two, Period Three, and Period Four, or for a portion thereof, to COUNTY no later than sixty (60) calendar days following termination of this Agreement. CONTRACTOR shall prepare the individual and/or consolidated Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice. In the event CONTRACTOR has multiple Agreements for mental health services that are administered by HCA, consolidation of the individual Cost Reports into a single consolidated Cost Report may be required, as stipulated by ADMINISTRATOR. CONTRACTOR shall submit the consolidated Cost Report to COUNTY no later than five (5) business days following approval by ADMINISTRATOR of all individual Cost Reports to be incorporated into a consolidated Cost Report.”

4. Exhibit A, Paragraph I. Common Terms and Definitions of the Contract is deleted in its entirety and replaced with the following:

**“I. COMMON TERMS AND DEFINITIONS**

A. The parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in the Agreement.

1. Admission means documentation, by CONTRACTOR, of completion of the entry and Evaluation documents into the ADMINISTRATOR's IRIS or other database as approved by ADMINISTRATOR.

2. Case Management means a process of identification, assessment of need, planning, coordination and linkage to available resources. This includes casework activities tailored to achieve the best possible resolution to individual needs in the most effective way possible and supportive assistance to the Participant.

3. Clinician means an individual who meets the minimum professional and licensure requirements set forth in Title 9, CCR, Section 625.

4. Collaboration means a process of participation through which groups, agencies, coalitions, and/or task forces work together in a beneficial and well-defined relationship towards the service goals.

5. Continuum of Care for Veterans & Military Families (COC) means a time-limited MHSA Innovation funded project that is designed to evaluate specific MHSA approved learning objectives identified in the project proposal.

6. Diagnosis means the definition of the nature of the Participant's disorder. When formulating the Diagnosis of Participant, CONTRACTOR shall use the diagnostic codes as specified in the most current edition of the DSM published by the American Psychiatric Association. DSM diagnoses shall be recorded on all IRIS documents or other database, as appropriate.

7. E-Learns mean brief online training videos that cover specific topics related to military family culture. E-learns are intended for FRC Staff and FRC partner agency staff.

8. Evaluation means systematic collection, analysis, and use of program information for monitoring, improving programs, assessing Outcomes, planning, and policy-making in relation to this Agreement.

9. Families and Communities Together (FaCT) means a network of Family Resource Centers (FRCs) located throughout Orange County's highest-risk communities providing essential family support services, education, and resources.

10. Family Member means any traditional and/or non-traditional support system, significant other, or natural support designated by the Participant.

11. FRC Staff means any staff who works within or is affiliated with the FRC (as an identified partner) and serves COC clients (virtually or in person).

12. Innovation Projects means programs that are designed as research projects to evaluate the effectiveness of new approaches and practices. Innovation projects emphasize contribution to learning rather than service delivery. Projects are limited to a maximum of five years.

13. Linkage means when an individual is connected to programs or services through warm hand-off or follow-up to ensure connection is made.

14. Mental Health Field means a business or service providing mental health Outreach, Assessment or treatment services to mental health Participants, or providing housing, educational, counseling, employment, recreational or social services to mental health Participants.

15. Mental Health Services means interventions designed to provide the maximum reduction of mental disability and restoration or maintenance of functioning consistent with the requirements for learning, development and enhanced self-sufficiency. Services shall include:

a. Assessment and screening means a service activity, which may include a clinical analysis of the history and current status of a beneficiary's mental, emotional, or behavioral disorder, relevant cultural issues and history, Diagnosis and the use of testing procedures.

b. Collateral means a significant support person in a beneficiary's life and is used to define services provided to them with the intent of improving or maintaining the mental health status of the Participant. The beneficiary may or may not be present for this service activity.

c. Crisis Intervention means a service, lasting less than twenty-four (24) hours, to or on behalf of a Participant for a condition which requires more timely response than a regularly scheduled visit. Service activities may include, but are not limited to, Assessment, Collateral and Therapy.

d. Therapy means a service activity which is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. Therapy may be delivered to an individual or group of beneficiaries which may include family Therapy in which the beneficiary is present.

16. MHSA means the law that provides funding for expanded community Mental Health Services. It is also known as "Proposition 63."

17. Mental Health Services Oversight and Accountability Commission (MHSOAC) means the Commission responsible for the oversight and implementation of MHSA and refers to Section 10 of the MHSA (Welfare and Institutions Code Section 5845).

18. Military-connected Family means active service members, reservists, veterans (regardless of discharge status), and their children, spouses, partners and loved ones.

19. Military Family Culture Training means a training developed by COC to help FRC Staff and partner agencies identify, engage and serve military-connected families.

20. NPI means the standard unique health identifier that was adopted by the Secretary of Health and Human Services under HIPAA of 1996 for health care providers. All HIPAA covered healthcare providers, individuals and organizations must obtain an NPI for use to identify themselves in HIPAA standard transactions. The NPI is assigned for life.

21. NPP means a document that notifies individuals of uses and disclosures of PHI that may be made by or on behalf of the health plan or health care provider as set forth in HIPAA.

22. Outcome means measurable change that occurs as a result of a project's overall performance in implementing its services.

23. Outreach means activities that are intended to engage and inform potential participants about project services. The goal of successful outreach is to enroll participants into project services.

24. Participant means an individual, referred by ADMINISTRATOR or enrolled in CONTRACTOR's program for services under this Agreement, who meets Title 9, CCR criteria for Mental Health Services.

25. Platform means the website where E-learns will be stored. Access to the platform will be limited to FRC Staff and the FRC partner agency staff. This platform and accessibility to the E-learns will be monitored by COC Staff for quality assurance.

26. Peer Navigator means a veteran, active military personnel, or family member who has lived experience with the military culture.

27. PHI means individually identifiable health information usually transmitted by electronic media, maintained in any medium as defined in the regulations or for an entity such as a health plan, transmitted or maintained in any other medium. It is created or received by a covered entity and relates to the past, present, or future physical or mental health or condition of an individual, provision of health care to an individual, or the past, present, or future payment for health care provided to an individual.

28. PII means any information that could be readily used to identify a specific person, including but not limited to: name, address, telephone number, email address, driver's license number, Social Security number, bank account information, credit card information, or any combination of data that could be used to identify a specific person, such as a birth date, zip code, mother's maiden name and gender.

29. Pre-test means administering an assessment tool prior to services to identify a baseline measure.

30. Post-test means administering an assessment tool throughout or after services to identify outcomes.

31. Program Promotion means presentations that are intended to educate agencies, courts, providers, and other organizations about program services.

32. Referral means providing community and behavioral health resources to a Participant for the purpose of supporting their needs.

33. Strong Families Strong Children (SFSC) means a collaborative of 5 partner agencies that provide a range of behavioral health and support services to veterans and military-connected families.

34. Unduplicated Participant means an individual who is counted only once, despite how many services the individual is enrolled during the term of the Agreement.

35. Units of Service mean the number and/or type of activities the CONTRACTOR will fulfill during the term of the Agreement.

B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Common Terms and Definitions Paragraph of this Exhibit A to the Agreement.”

5. Exhibit A, Paragraph II. Budget, subparagraph A., of the Contract is deleted in its entirety and replaced with the following:

“A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph of this Exhibit A to the Agreement and the following budget, which is set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR.

ADMINISTRATIVE COST	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>	<u>PERIOD FOUR</u>	<u>TOTAL</u>
Indirect	\$113,190	\$113,190	\$113,190	\$93,914	\$ 433,484
PROGRAM COST					
Salaries	\$306,160	\$306,160	\$306,160	\$288,240	\$ 1,206,720
Benefits	67,355	67,355	67,355	63,421	265,486
Services and Supplies	106,100	106,100	106,100	72,975	391,275
Subcontracts	<u>284,980</u>	<u>284,980</u>	<u>284,980</u>	<u>209,950</u>	<u>1,064,890</u>
SUBTOTAL PROGRAM COST	\$764,595	\$764,595	\$764,595	634,586	\$2,928,371
TOTAL GROSS COST	\$877,785	\$877,785	\$877,785	\$728,500	\$3,361,855
REVENUE					
MHSA	<u>\$877,785</u>	<u>\$877,785</u>	<u>\$877,785</u>	<u>\$728,500</u>	<u>\$3,361,855</u>
TOTAL MAXIMUM OBLIGATION	\$877,785	\$877,785	\$877,785	\$728,500	\$3,361,855

6. Exhibit A, Paragraph III. Payments, subparagraph A., of the Contract is deleted in its entirety and replaced with the following:

“A. COUNTY shall pay CONTRACTOR monthly, in arrears, for Period One, Period Two, and Period Three at the provisional amount of \$73,149 and for Period Four at the provisional amount of \$60,708. All payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such payments does not exceed COUNTY’s Maximum Obligation as specified in the Referenced Contract Provisions of the Agreement and, provided further, CONTRACTOR’s costs are reimbursable pursuant to COUNTY, state, and federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the provisional amount specified above has not been fully paid.”

7. Exhibit A, Paragraph V. Services, of the Contract is deleted in its entirety and replaced with the following:

**“II. SERVICES**

**A. FACILITIES**

1. While services will be provided in Family Resource Centers throughout Orange County, CONTRACTOR shall maintain, at a minimum, one (1) facility for the provision of services described herein at the following location(s) or any other location approved in advance, in writing, by ADMINISTRATOR:

525 N. Cabrillo Park Drive, Suite 300  
Santa Ana, California 92701

2. CONTRACTOR shall maintain regularly scheduled service hours, as approved by ADMINISTRATOR, five (5) days a week throughout the year, and maintain the capability to provide services during evening hours, on weekdays, and on weekends, when necessary, in order to accommodate Participants.

3. CONTRACTOR’s holiday schedule shall be consistent with COUNTY’s holiday schedule unless otherwise approved in advance and in writing by ADMINISTRATOR.

**B. INDIVIDUALS TO BE SERVED** - CONTRACTOR shall provide virtual or in-person trainings on military family culture to FRC Staff and their identified partner agencies. CONTRACTOR shall also provide behavioral health services to military-connected families enrolled in the COC project.

**C. CONTINUUM OF CARE FOR VETERANS AND MILITARY FAMILIES**

1. CONTRACTOR shall provide a military family cultural training on how to identify, engage and serve military-connected families to the FRC staff and clinicians. This training shall be offered in person or virtually, as appropriate.

2. CONTRACTOR shall develop and implement virtual trainings (i.e., E-Learns) that cover a range of veteran-specific topics. Access to E-Learns shall be limited to FRC Staff.

3. CONTRACTOR shall identify and maintain quality assurance of a virtual space (e.g., website platform, YouTube Channel, etc.) for FRC Staff to access E-Learns.

4. CONTRACTOR shall provide peer mentorship and support services to FRC Staff and COC project participants. Services shall include, but not be limited to, military family culture trainings, case management support and referrals and linkages to community services and supports.

5. CONTRACTOR shall provide behavioral health services to military-connected families enrolled in the COC project. Services shall include screening and assessment of military family members to identify needs.

6. CONTRACTOR shall conduct outreach activities to engage military-connected families into COC project services, as appropriate.

D. UNITS OF SERVICE

1. CONTRACTOR shall provide, at a minimum, six hundred (600) Trainings to FRC staff, which includes a military family culture training and E-Learns.

2. CONTRACTOR shall provide, at a minimum, one thousand five hundred (1,500) Peer Case Management and Support to FRC Staff and COC project participants.

3. CONTRACTOR shall serve, at a minimum, one hundred (100) unduplicated participants annually.

4. CONTRACTOR shall make, at a minimum, two hundred fifty (250) referrals to behavioral health community services and supports.

5. CONTRACTOR shall provide, at a minimum, twenty (20) outreach efforts and activities.

E. PERFORMANCE OUTCOMES

1. CONTRACTOR shall track the impact of FRC Staff trainings and COC participant outcomes within and across all participating FRCs, including:

- a. Engagement and retention of military-connected families
- b. Access to mental health services
- c. Behavioral health outcomes for military-connected families
- d. Awareness of military culture among trained FRC staff

2. CONTRACTOR shall gather outcomes to address the COC Innovation Project learning objectives, including:

a. Identifying whether and to what extent engagement and retention of military connected families improves as a result of peer navigators training FRC Staff compared to the best practice of integrating peers into the FRC.

b. Tracking and documenting military-connected family needs within and across all participating FRCs, using fields captured in the monthly programmatic referral and linkage report.

3. CONTRACTOR shall track and evaluate data related to the access and use of E-Learns, including, but not limited to FRC Staff log ins, frequently accessed topics, dates and times accessed and relationship to military-connect family outcomes, etc., on an individual staff level where feasible.

4. CONTRACTOR shall ensure that seventy-five percent (75%) of referrals to community resources will result in linkages.

F. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to conduct research activity on COUNTY Participants without obtaining prior written authorization from ADMINISTRATOR.

G. ADMINISTRATOR may conduct periodic reviews of CONTRACTOR to evaluate



performance in meeting the terms of the Agreement. ADMINISTRATOR shall notify CONTRACTOR in writing of any issue(s) or concern(s) related to the provision of services pursuant to the Agreement, and request a plan of corrective action, which may include, but are not be limited to, adjusting the CONTRACTOR's Performance Outcomes. CONTRACTOR shall submit a written plan of corrective action for approval within thirty (30) calendar days of request by ADMINISTRATOR, or as directed by ADMINISTRATOR.

H. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources, with respect to any person who has been referred to CONTRACTOR by ADMINISTRATOR under the terms of the Agreement. Further, CONTRACTOR agrees that the funds provided hereunder shall not be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution, or religious belief.

I. CONTRACTOR shall provide effective administrative management of the budget, staffing, recording, and reporting portion of the Agreement with the COUNTY. If administrative responsibilities are delegated to subcontractors, CONTRACTOR must ensure that any subcontractor(s) possess the qualifications and capacity to perform all delegated responsibilities. These responsibilities include, but are not limited to, the following:

1. Designate the responsible position(s) in your organization for managing the funds allocated to this program;
2. Maximize the use of the allocated funds;
3. Ensure timely and accurate reporting of monthly expenditures;
4. Maintain appropriate staffing levels;
5. Request budget and/or staffing modifications to the Agreement;
6. Effectively communicate and monitor the program for its success;
7. Track and report expenditures electronically;
8. Maintain electronic and telephone communication between CONTRACTOR and ADMINISTRATOR; and
9. Act quickly to identify and solve problems.

J. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional welfare of Participants, including but not limited to serious physical harm to self or others, serious destruction of property, developments, etc., and which may raise liability issues with COUNTY. CONTRACTOR shall notify COUNTY within twenty-four (24) hours of any such serious adverse incident.

K. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues that adversely affect the quality or accessibility of Participant-related services provided by, or under contract with, the COUNTY as identified in the ADMINISTRATOR's P&Ps.

L. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services Paragraph of this Exhibit A to the Agreement.”

8. Exhibit A, Paragraph VI. Staffing, subparagraph A., of the Contract is deleted in its entirety and replaced with the following:

“A. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in FTEs continuously throughout the term of the Agreement. One (1) FTE shall be equal to an average of forty (40) hours of work per week to provide Continuum of Care for Veterans and Military Families:

	Period	Period	Period	Period
PROGRAM	One	Two	Three	Four
Program Director	1.00	1.00	1.00	1.00
Clinical Case Manager	1.00	1.00	1.00	0.50
Peer Navigator	3.00	3.00	3.00	3.00
Quality Assurance/Data Management	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
SUBTOTAL PROGRAM FTE	6.00	6.00	6.00	5.50
 SUBCONTRACTORS				
Clinical Case Manager - Domestic Violence	0.50	0.50	0.50	0.50
Peer Navigator - Domestic Violence	0.50	0.50	0.50	0.50
Peer Navigator – Housing	1.50	1.50	1.50	1.30
Program Evaluator	0.99	0.99	0.99	0.58
Program Trainer	<u>0.03</u>	<u>0.03</u>	<u>0.03</u>	<u>0.00</u>
SUBTOTAL SUBCONTRACTOR FTE	3.52	3.52	3.52	2.88
 GRAND TOTAL FTE	 9.52	 9.52	 9.52	 8.38”

This Amendment No. 1 modifies the Contract only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 1 and the Contract, the terms and conditions of this Amendment No. 1 shall prevail. In all other respects, the terms and conditions of the Contract remain in full force and effect.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

**Contractor: Child Guidance Center, Inc.**

Lori Pack	Chief Executive Officer
_____	_____
Print Name	Title
DocuSigned by: <i>Lori Pack</i>	3/17/2021
Signature _____	_____
503EED3EA41412...	Date

**County of Orange**, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

_____	Deputy Purchasing Agent
Print Name	Title
_____	_____
Signature	Date

**APPROVED AS TO FORM**

Office of the County Counsel  
Orange County, California

Brittany McLean

_____	Deputy County Counsel
Print Name	Title
DocuSigned by: <i>Brittany McLean</i>	3/17/2021
Signature _____	_____
9713A4061D4343D...	Date